

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

_____)	
GETRONICSWANG CO., LLC,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 04-12382(RCL)
)	
HYNIX SEMICONDUCTOR, INC.,)	
SAMSUNG ELECTRONICS CO.,)	
LTD.)	
)	
Defendants)	
_____)	

**PLAINTIFF'S ASSENTED-TO MOTION FOR LEAVE TO FILE A SURREPLY
MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR SUMMARY
JUDGMENT**

Plaintiff, GetronicsWang Co., LLC ("Getronics"), through its attorneys, Sheehan Phinney Bass + Green, P.A., moves, pursuant to Local Rule 7.1 (B) (3), for leave to file a surreply memorandum of law in support of its motion for summary judgment.

Defendants assent to this motion.

On February 23, 2006, Defendants were granted leave to file a reply memorandum. Getronics herein proposes to file a short surreply to address arguments raised in Defendants' reply memorandum.

As grounds for this motion, Getronics states that it seeks to submit a memorandum of law that will assist the Court in considering several issues pertaining to the pending cross-motions for summary judgment:

1. Getronics seeks to clarify the law regarding the statute of limitations defense relied upon by Defendants. In opposing Defendants' motion for summary

judgment, Getronics argued that Defendants contemporaneously acknowledged their debts to Getronics in 2003 and restarted the limitations period. In their reply brief, Defendants argued that despite their payments to Getronics in 2003, they contested the amounts owed to Getronics. Defendants assert that their contesting the amounts owed prevents the restarting of the limitations period. A surreply is necessary because Defendants' unequivocal acknowledgements of their debts to Getronics is sufficient under the case law to restart the limitations period, even though they contested the amounts claimed by Getronics. The surreply will afford the Court with a more complete view of the law regarding acknowledgements of debts and their effect on statutes of limitations.

2. A surreply is also necessary to clarify for the Court that Getronics' Exchange Rate Claim accrued in 2002-2003, when Defendants made payments to Getronics, and applied a currency conversion rate other than the one required by the License Agreements. Defendants have argued that all of Getronics' claims are untimely, but the Exchange Rate Claim could not have accrued until 2002-2003, in which case the Exchange Rate Claim is timely under the applicable statute of limitations.

3. Finally, the proposed surreply will clarify the effect of the competent authority disposition as it relates to Defendants' affirmative defense that their breaches of the License Agreements should be excused.

WHEREFORE, Getronics respectfully requests that this Court grant Getronics leave to file a short surreply memorandum of law in support of its motion for summary judgment. Getronics expects to file the surreply on Monday, March 6, 2006, subject to the Court's ruling on the present motion.

Respectfully submitted,

GETRONICSWANG CO., LLC

By its attorneys,

SHEEHAN PHINNEY BASS +
GREEN, PA

Date: February 28, 2006

/s/ Michael C. Harvell
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Date: February 28, 2006

/s/ Maria Recalde
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CERTIFICATE OF SERVICE

I, Maria E. Recalde, hereby certify that the foregoing Assented-To Motion for Leave to File Surreply Memorandum of Law In Support of Its Motion for Summary Judgment was served on Robert P. Sherman, Esq. and Bruce S. Barnett, Esq., DLA Piper Rudnick Gray Cary LLP, One International Place, Boston, Massachusetts 02110, robert.sherman@dlapiper.com and bruce.barnett@dlapiper.com through Electronic Case Filing, this 28th day of February, 2006.

/s/ Maria E. Recalde
Maria E. Recalde